

Executed in 7 Counterparts of
which this is Counterpart No. 6

RECORDATION NO. 6601-S Filed & Recorded

SEP 3 1975-9 40 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as
of September 1, 1975, by and between

MANUFACTURERS HANOVER TRUST COMPANY, a New York corpora-
tion (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, CENTRAL
OF GEORGIA RAILROAD COMPANY, a Georgia corporation, and THE
ALABAMA GREAT SOUTHERN RAILROAD COMPANY, an Alabama corporation,
(together called the "Company"), party of the second part;

W I T N E S S E T H That:

WHEREAS, by agreement dated as of May 15, 1972, (the
"Agreement"), between the Trustee and the Company there was
constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 OF 1972;
and

WHEREAS, Southern Railway Company assigned portion of
its interest in the Agreement to CENTRAL OF GEORGIA RAILROAD
COMPANY and THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY by
assignment dated as of May 16, 1972; and

WHEREAS, by the Agreement the Trustee did let and lease
unto the Company certain railroad equipment as defined in the
Agreement (the "Equipment") for a term as set forth in the
Agreement, all upon such terms and conditions as therein specified;
and

WHEREAS, in Section 4.9 of the Agreement, it is provided
that in the event any units of the Equipment become unsuitable
in any respect for the use of the Company and the Company shall
have paid to the Trustee the selling price or Fair Value, as
defined in the Agreement, of such units, then upon the filing
with the Trustee of the appropriate documents, any monies paid
to the Trustee pursuant to said Section 4.9 or Section 4.7
of the Agreement may be applied to the purchase of additional
Equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 4.9 of the Agreement now proposes to
cause to be sold, assigned, transferred and set over unto the
Trustee, as Trustee under the Agreement, nineteen (19) 70-ton
52'6" Gondola Cars, nine (9) bearing Central of Georgia Railroad
Company road numbers 66379 - 66387, both inclusive, and ten (10)
bearing The Alabama Great Southern Railroad Company road numbers
66388 - 66397, both inclusive, (the "Additional Equipment");

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensembling and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all of its right, title, and interest under the contract for the acquisition of the Additional Equipment, and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

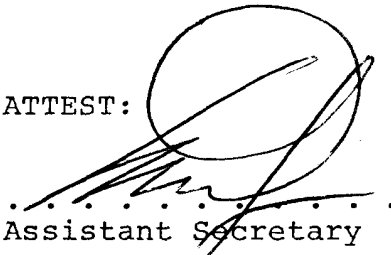
AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.


This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

MANUFACTURERS HANOVER TRUST COMPANY,
By

ATTEST:

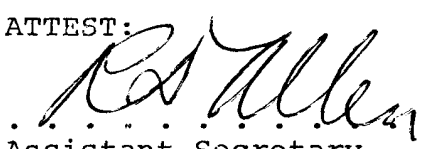

Assistant Secretary

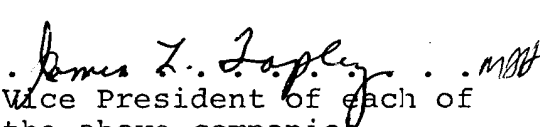

Title: ASST. VICE PRESIDENT

SOUTHERN RAILWAY COMPANY,
CENTRAL OF GEORGIA RAILROAD COMPANY,
THE ALABAMA GREAT SOUTHERN RAILROAD
COMPANY,

By

ATTEST:


Assistant Secretary


Vice President of each of
the above companies

STATE OF NEW YORK)
) ss:
County of New York)

On this 25th day of August, 1975, before me personally appeared P. F. Kearns, to me personally known, who, being by me duly sworn, says that he is a ASST. VICE PRESIDENT (Title) of MANUFACTURERS HANOVER TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. Leslie Daniels
Notary Public

J. LESLIE DANIELS
Notary Public, State of New York
No. 41-5914175
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1976

DISTRICT OF COLUMBIA.

On this 2nd day of September, 1975, before me personally appeared James L. Tapley, to me personally known, who, being by me duly sworn says that he is a Vice President of SOUTHERN RAILWAY COMPANY, CENTRAL OF GEORGIA RAILROAD COMPANY and THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of each of said corporations, that said instrument was signed and sealed on behalf of said corporations pursuant to due corporate authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.

Lawrence A. Huff

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LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1977